

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
HOUSING RIGHTS INITIATIVE,

Case No.: 21-CV-2221 (ECF)

Plaintiff,

v.

COMPASS, INC.; 65 BERGEN LLC;
THE STRATFORD LLC; CORCORAN
GROUP LLC; PROSPECT OWNERS
CORP; BOLD LLC; RING DING LLC;
E REALTY INTERNATIONAL CORP.;
JACKSON HT. ROOSEVELT
DEVELOPMENT II, LLC; MORGAN
ROSE REALTY, LLC; BTG LLC;
M Q REALTY LLC; EVA MANAGEMENT
LLC; ERIC GOODMAN REALTY CORP.;
308 E 90TH ST. LLC; ROSA MAGIAFREDDA;
NEW GOLDEN AGE REALTY INC.
D/B/A CENTURY 21 NEW GOLDEN
AGE REALTY, INC.; CHAN & SZE
REALTY INCORPORATED;
PETER CHRIS MESKOURIS; HELL'S
KITCHEN, INC.; MYEROWTZ/SATZ
REALTY CORP.; PD PROPERTIES LLC;
SMART MERCHANTS INCORPORATED;
COLUMBUS NY REAL ESTATE INC.;
LIONS GATE NEW YORK LLC;
MATTHEW GROS WERTER; 780 RIVERSIDE
OWNER LLC; ATIAS ENTERPRISES INC.;
PARK ROW (2ST AVE.) LTD.; VORO LLC;
PSJ HOLDING LLC; WINZONE REALTY INC.;
CAMBRIDGE 41-42 OWNERS CORP.;
RAY-HWA LIN; JANE H. TSENG;
ALEXANDER HIDALGO REAL
ESTATE, LLC; EAST 89TH ASSOCIATES,
LLC; PALEY MANAGEMENT CORP.;
MAYET REALTY CORP. NATURAL
HABITAT REALTY INC.; CHELSEA 251
LLC; HOME BY CHOICE LLC;
HAMILTON HEIGHTS ASSOCIATES,
LLC; JRL-NYC, LLC; EAST 34TH
STREET, LLC; BRITTBRAN REALTY,
LLC, MANHATTAN REALTY GROUP;

WEGRO REALTY CO; JM PRESTON
PROPERTIES, LLC; 1369 FIRST
AVENUE, LLC; 931-955 CONEY ISLAND
AVE. LLC; BEST MOVE REALTY;
FORTUNE GARDENS, INC.; URBAN
REAL ESTATE PROPERTY GROUP,
INC.; 348 EAST 62ND LLC; JAN
REYNOLDS REAL ESTATE; 83RD
STREET ASSOCIATES LLC;
FIRST SERVICE REALTY NYC, INC.;
TENTH MANHATTAN CORP.;
3LOCATION3.CO REALTY, LLC;
469 CLINTON AVE REALTY LLC;
718 REALTY INC.; DOUBLE A PROPERTY
ASSOCIATES-CRESTION ARMS LLC;
GUIDANCE REALTY CORP.; COL, LLC;
BEST SERVICE REALTY CORP.;
CHANDLER MANAGEMENT, LLC;
MTY GROUP, INC.; 165TH ST. REALTY,
LLC; CHARIE PROPERTIES LLC;
ELEBEN YAU MEI WONG 532 LLC;
JOHN O'KELLY REAL ESTATE INC.;
LANDE REALTY 2010, LLC;
FAMGROUP; 1515 LEXINGTON
AVENUE ASSOCIATES, LLC; ALPINE
REALTY; VERGA ASSOCIATES LLC;
MAZ GROUP NY LLC; 449 WEST 56TH
ASSOCIATES L.P.; R NEW YORK REAL
ESTATE LLC; GIM REALTY LLC;
ORTHARD PLAZA LLC; RENTIKO
INC.; 3095 30 LLC; AVENUE REAL
ESTATE LLC; 165 HESTER
CORPORATION; SALDO PROPERTIES,
LLC; 1380 FIRST OWNERS CO., L.P.;

Defendants.

-----X

ANSWER

Defendant, CHANDLER MANAGEMENT LLC, by and through their attorneys,
PIDDOUBNY & PELEKH, P.C. as and for their Answer to the Complaint herein, sets forth the
following:

JURISDICTION AND VENUE

Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs "1", "2" and "3" of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

PARTIES

Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs "4", "5", "6", "7", "8", "9", "10", "11", "12", "13", "14", "15", "16", "17", "18", "19", "20", "21", "22", "23", "24", "25", "26", "27", "28", "29", "30", "31", "32", "33", "34", "35", "36", "37", "38", "39", "40", "41", "42", "43", "44", "45", "46", "47", "48", "49", "50", "51", "52", "53", "54", "55", "56", "57", "58", "59", "60", "61", "62", "63", "64", "65", "66", "67", "68", "69", "71", "72", "73", "74", "75", "76", "77", "78", "79", "80", "81", "82", "83", "84", "85", "86", "87", "88", "89", "90" and "91" of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

Admits the allegations contained in paragraph "70" of the complaint except that Chandler Management LLC is a limited liability company.

BACKGROUND

Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs "92", "93", "94", "95", "96", "97", "98", "99", "100", "101", "102", "103", "104", "105", "106", "107", "108", "109" and "110" of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

FACTUAL ALLEGATIONS

Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs "111", "112", "113", "114", "117", "118", "119", "120", "121", "177", "181",

"182", "186", "187" and "188" of the complaint.

Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs "115", "122", "123", "124", "125", "126", "127", "128", "129", "130", "131", "132", "133", "134", "135", "136", "138", "139", "140", "141", "142", "143", "144", "145", "146", "147", "148", "149", "150", "151", "152", "153", "154", "155", "156", "157", "158", "159", "160", "161", "162", "163", "164", "165", "166", "167" of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

Denies the allegations contained in paragraphs "116", "137", "168", "169", "170", "171", "172", "173", "174", "175", "176", "178", "179", "180", "183", "184", "185", "189", "190", "191" and "192" of the complaint.

HARM TO HRI AND THE COMMUNITIES IT SERVES

Denies the allegations contained in paragraphs "193", "196", "197", "198" and "199" of the complaint.

Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs "194" and "195" of the complaint.

AS AND FOR AN ANSWER TO THE FIRST CLAIM FOR RELIEF

Repeats and reiterates the answers to each and every allegation contained in paragraphs "1" through "199" of the complaint as if more fully set forth at length herein.

Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs "200", "201", "202" and "203" of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

Denies the allegations contained in paragraphs "204", "205", "206", "207" and "208" of the complaint.

**AS AND FOR AN ANSWER TO
THE SECOND CLAIM FOR RELIEF**

Repeats and reiterates the answers to each and every allegation contained in paragraphs "1" through "208" of the complaint as if more fully set forth at length herein.

Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs "209", "210", "211" and "212" of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

Denies the allegations contained in paragraphs "213", "214", "215", "216" and "217" of the complaint.

**AS AND FOR AN ANSWER TO
THE THIRD CLAIM FOR RELIEF**

Repeats and reiterates the answers to each and every allegation contained in paragraphs "1" through "217" of the complaint as if more fully set forth at length herein.

Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs "218" and "219" of the complaint.

Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs "220", "221" and "222" of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

Denies the allegations contained in paragraphs "223", "224", "225" and "226" of the complaint.

**AS AND FOR AN ANSWER TO
THE FOURTH CLAIM FOR RELIEF**

Repeats and reiterates the answers to each and every allegation contained in paragraphs "1" through "226" of the complaint as if more fully set forth at length herein.

Denies knowledge or information sufficient to form a belief as to the truth of the allegations

contained in paragraphs "227", "228", "229", "230" and "231" of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

Denies the allegations contained in paragraphs "232", "233" and "235" of the complaint.

Denies the allegations contained in paragraph "234" of the complaint and respectfully refers all questions of law and ultimate fact to the trial court during the course of trial.

**AS AND FOR AN ANSWER
TO THE PRAYER FOR RELIEF**

Denies the allegations contained in paragraphs "a", "b", "c", "d", "e", "f", "g" and "h" of the WHEREFORE clause of the complaint.

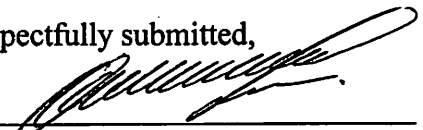
AS AND FOR A FIRST AFFIRMATIVE DEFENSE

Upon information and belief, in the event that a judgement is rendered against the answering defendant, it shall not be responsible for more than its proportionate share of liability.

WHEREFORE, the defendant, **Chandler Management, LLC**, demands judgment dismissing the Complaint herein as to said defendant and further demands that the ultimate rights of the answering defendant be determined in this action and that the answering defendant has judgment over and against the co-defendants, for all, or alternatively that portion of any verdict or judgment which may be obtained by plaintiff against said defendant, to the extent that the responsibility of the aforesaid co-defendants contributed hereto, together with the costs and disbursements of this action.

DATED: May 19, 2021
Astoria , New York

Respectfully submitted,



Piddubny & Pelekh, P.C.
By: Oksana Pelekh, Esq.
Attorneys for Defendant
Chandler Management, LLC
25-84 Steinway Street
Astoria, New York 11103
T. 718-721-7600
F. 718-721-9892
E. opelekh@lawyers-ny.com

TO: ALL PARTIES